

Strongsville City School District
Board of Education
SEA Negotiations
Board Counterproposal
April 14, 2013

MASTER AGREEMENT

between the

STRONGSVILLE CITY SCHOOL DISTRICT

and the

STRONGSVILLE EDUCATION ASSOCIATION

August 1, 2012-2010 through June 30, 2015-2012

Note: Any item which appears in the Current Agreement and which has not been specifically addressed in this proposal is intended to remain the same as in the Current Agreement.

ARTICLE 2 – LONG-TERM SUBSTITUTE TEACHERS

- A. A substitute teacher becomes a long-term substitute teacher upon the earliest of: (1) at least sixty (60) days in the same assignment during a school year, or (2) being issued a long-term substitute teacher contract, or (3) being in an assignment due to a leave that has been granted for at least sixty (60) days. A long-term substitute teacher **shall not** ~~may~~ be re-employed as a long-term substitute teacher for **more than one (1) year without being offered a limited teaching contract** ~~an unlimited number of consecutive years~~.
- B. The employment of a long-term substitute teacher shall be for the period specified in the limited substitute teaching contract, which contract will automatically expire at the end of that school year without the need for action by the Board.
- C. Except as otherwise provided in this Article, all other provisions of the Agreement (including all insurance coverages) shall apply to long-term substitute teachers.
- D. The provisions of Article 5 (Teacher Evaluation), Article 6 (Termination or Non-Renewal of Contract), Article 10 (Reduction in Force), Article 13A and 13C (Transfer), Article 14.B (Sick Leave Bank), Article 25 (Voluntary Professional Growth), Article 33 (Severance), Article 35 (Salary), Article 37 (Merit Incentive for Attendance Award), and ORC Sections 3319.11, 3319.111, and/or 3319.17 do not apply to long-term substitute teachers.
1. A long-term substitute teacher will be paid at the BA-0 step of the salary schedule and be paid the STRS pick up on the pick up regardless of the number of years in a long-term substitute teaching position.
 2. The evaluation process will be determined by the administration and will include at least one observation annually by the administration.
- E. For purposes of salary placement, a long-term substitute teacher with one hundred twenty (120) or more days of service in the District who subsequently is hired into a regular teaching position will be credited with a full year of service for each such year of substitute teaching subject to Article 35 (Salary). For purposes of seniority, the teacher would accrue seniority as of the date the teacher is hired into a regular teaching position.

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ARTICLE 3 – NEGOTIATIONS PROCEDURES

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E. Interim Negotiations

Upon mutual agreement of both parties to negotiate during the term of this Agreement and in accordance with Section 4117.08 of the Ohio Revised Code, negotiations shall begin within ten (10) calendar days after the parties mutually agree to negotiate. In the event the parties fail to reach agreement within twenty (20) calendar days after the first negotiations session, the parties agree to contact the Federal Mediation & Conciliation Service (FMCS) for assistance in resolution of the disagreement. This mediation is the parties' mutually agreed to dispute resolution procedure which supersedes and takes precedence over any inconsistency or alternative procedure set forth in Section 4117.14 of the Ohio Revised Code.

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ARTICLE 4 – GRIEVANCE PROCEDURE

A. Philosophy

1. The Board and the Association recognize that in the interest of effective personnel management, a procedure is necessary whereby a teacher can be assured of a prompt, impartial, and fair hearing on his/her grievances. This grievance procedure is a method by which a teacher, a group of teachers, or the Association can express a complaint, problem, or dispute without fear of reprisal, and obtain a fair hearing at progressively higher levels.
2. A grievance may be filed by a teacher, a group of teachers, or by the Association.

B. Definitions

1. A grievance is defined as an alleged violation, misinterpretation, or misapplication of this Agreement.
2. Days, for the purpose of this Article only, shall mean teacher working days unless otherwise stated in this Article.

C. Purposes and Objectives

The primary purpose of this grievance procedure shall be to obtain at the lowest possible level in the shortest period of time, equitable solutions to grievances. Grievance proceedings shall be handled in a confidential manner.

D. Procedure

Level I – Informal

1. A teacher with a grievance shall first discuss it with his/her immediate supervisor/principal in an effort to resolve the matter informally. The teacher will clearly identify the reason for the meeting (i.e., this is an informal grievance meeting) and, when possible, will give the immediate supervisor/principal twenty-four (24) hours advance notice of said meeting.

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2. If the Association is filing a grievance that affects a teacher or teachers at one building only, or that affects a teacher or teachers under the supervision of one supervisor, a representative of the Association shall first discuss it with the principal/supervisor in an effort to resolve the matter informally. The Association representative will clearly identify the reason for the meeting (i.e., this is an informal grievance meeting), and, when possible, will give the principal/supervisor twenty-four (24) hours advance notice of said meeting.
3. If the Association is filing a grievance that affects teachers at either different buildings or that affects teachers under the supervision of different supervisors, a representative of the Association shall first discuss it with the Director of Human Resources in an effort to resolve the matter informally. The Association representative will clearly identify the reason for the meeting (i.e., this is an informal grievance meeting) and, when possible, will give the Director of Human Resources twenty-four (24) hours advance notice of said meeting.
4. **Only the declaration by the Association shall constitute the start of the informal process.**

Level II – Formal

1. If the grievant is not satisfied with the results in Level I, or if the Association is not satisfied with the results in Level I of an Association grievance affecting one or more teachers at the same building or one or more teachers under the supervision of one supervisor, the grievance shall be put in written form (see Appendix B) and shall be submitted to the immediate supervisor/principal within thirty (30) calendar days of the act or conditions give rise to the grievance. A grievance shall state the names of all teachers who are affected and their buildings. In the case of an Association grievance that affects teachers at more than one building or under the supervision of more than one supervisor, if the Association is not satisfied with the results in Level I, the grievance shall be put in written form (see Appendix B) and shall be submitted to the Director of Human Resources within thirty (30) calendar days of the act or conditions giving rise to the grievance. A grievance shall state the names of all teachers who are affected and their buildings.

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2. A hearing date shall be mutually agreed upon between the grievant and the supervisor/principal or designee within five (5) **workdays** of the filing of the grievance. The building principal/designee may be involved in any grievance filed in his/her building. Discussion at this hearing shall be confined to the issues as stated in the grievance and the relief sought. In the case of an Association grievance involving several buildings/supervisors, the hearing date shall be mutually agreed upon between the grievant and the Director of Human Resources within five (5) **workdays** of the filing of the grievance. Any building principal/designee or supervisor/designee may be involved in this grievance hearing. Discussion at this hearing shall be confined to the issues as stated in the grievance and the relief sought.
3. Within five (5) **workdays** of the hearing the supervisor/principal or designee, or the Director of Human Resources in the case of an Association grievance involving several principals/supervisors, shall provide the grievant with a written disposition to the grievance.

Level III

1. If the grievant is not satisfied with the disposition received at Level II, he/she may within **ten (10) ~~five (5)~~ workdays** of receipt of such written disposition submit his/her written grievance (see Appendix B) to the appropriate Director and request a hearing to discuss the grievance. The hearing will be conducted in a manner as stated in Level II. The grievance shall include a copy of the grievance and a copy of the disposition of the grievant's principal or immediate supervisor.
2. The hearing date shall be mutually agreed upon between the grievant and the party receiving the grievance or his/her designee within five (5) **workdays** of the Director's receipt of the grievance at Level III. The Association President/designee shall be invited by the administration to any grievance hearing held at Level III or higher.
3. The hearing shall be conducted in a manner as stated in Level II.
4. Within five (5) **workdays** of the hearing, the party receiving the grievance or his/her designee shall provide the grievant with a written disposition.

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Level IV

1. If the grievant is not satisfied with the disposition received at Level III, he/she may, within **ten (10) ~~five (5)~~ workdays** of receipt of such disposition, submit the written grievance (see Appendix B) to the Superintendent/designee and request a grievance hearing. The grievance shall include a copy of the Level III disposition, and the names of persons previously involved in the grievance.
2. The hearing date shall be mutually agreed upon between the grievant and the Superintendent/designee within five (5) **workdays** of the filing of the grievance at Level IV. The Association President/designee shall be invited by the administration to any grievance hearing held at Level IV or higher.
3. The hearing shall be conducted in a manner as stated in Level II.
4. Within five (5) **workdays** of the hearing, the Superintendent/designee shall provide the grievant with a written grievance disposition.

Level V

1. Within **ten (10) ~~three (3)~~ workdays** of the grievant's receipt of the Superintendent/designee's Level IV disposition, the grievant may request in writing that the chairperson of the Association Grievance Committee submit his/her grievance to binding arbitration. The Grievance Committee chairperson shall, within three (3) days after receipt of the grievant's request, review the grievance and inform the grievant of the decision to advance the grievance to arbitration. If the grievance is not being advanced to binding arbitration, the grievant may appeal the Grievance Committee chairperson's decision to the Representative Council within three (3) days of receipt of the Grievance Chairperson's decision. The Representative Council shall be convened to hear the grievance appeal **within ten (10) workdays** ~~as soon as possible~~. Only the Association may advance any grievance to arbitration. For any grievance being advanced to arbitration, the Association shall notify the Superintendent/designee within **thirty (30) ~~fifteen (15)~~ workdays** of the Level IV disposition that the grievance will be advanced to binding arbitration. The Association shall request the American Arbitration Association to provide a list of seven (7) National Academy arbitrators. The arbitrator shall be chosen from the list provided by the

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alternate strike method, flipping a coin to determine who strikes first. Either party may request an additional list of arbitrators.

2. The arbitrator shall have no power to add to, subtract from, modify, change or alter any of the provisions of this Agreement and shall expressly confine him/herself to the precise issue(s) submitted. The weight of past practice shall be determined by the arbitrator. Once an arbitrator is selected, he/she shall conduct the hearing in accordance with the rules and regulations of the American Arbitration Association. The decision of the arbitrator shall be binding on the parties involved.
3. The total cost of the arbitration (which shall include any initial fees, the fees and expenses of the arbitrator and any other costs associated with the arbitration, such as room rental, etc.) shall be paid by the losing party. Each party shall be responsible for the expenses of its own representation and any witnesses it may call.
4. The grievant(s), Association President, and any witnesses who are employees of the District and who are subpoenaed by an arbitrator shall be permitted to participate in or be present at the arbitration hearing with no loss of salary or other emoluments, nor shall the time be applied toward any leave.

E. Miscellaneous

1. Nothing in this Article shall be construed so as to deny the individual the right to seek redress by law.
2. Except for Level I and Level V, all grievance hearings shall be held outside of the teacher's normal work day unless mutually agreed to by the parties.
3. A grievance may be withdrawn at any level.
4. Failure by the administration at any level of this procedure to issue a written disposition within the specified time limit shall permit the grievant to immediately proceed to the next level. Failure by the grievant at any level of this procedure to advance a grievance to the next level within the specified time limit shall be deemed to be acceptance of the written disposition.

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5. All grievances shall be filed at Level I unless the Association President and the Director of Human Resources agree to commence the grievance procedure at another level.
6. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
7. No records, documents, or communications concerning a grievance shall be placed in the personnel file of any of the participants.
8. Contract recommendations are not subject to grievance procedure. However, the procedures leading up to the contract recommendation are subject to a grievance.
9. The parties may mutually agree, in writing, to extend any and all grievance timelines.
10. In the event a grievance is filed after May 15th in any school year, the parties shall attempt to process the grievance prior to the end of the school year. If the grievance filed after May 15th is not resolved prior to the end of the school year, the parties may mutually agree to hold the matter in abeyance to some mutually agreeable date but no later than the beginning of the second full week of the ensuing school year.
11. The teacher may meet individually or be accompanied by an Association representative at any hearing at every level of the grievance procedure. In the event a teacher chooses to have a grievance processed without representation of the Association through Levels I through IV, the teacher shall be liable for any expenses incurred in such processing. Even if the teacher does not want to be represented by the Association, the Association President **and the OEA Labor Relations Consultant** shall be informed of any grievance hearing, and the Association President/designee **and the OEA Labor Relations Consultant have** the right to attend the hearing.
12. The administrator or Board may be accompanied by a representative of choice at any hearing at every level of the grievance procedure.

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ARTICLE 10 – REDUCTION IN FORCE (RIF)

(does not apply to long-term substitutes)

- A. When the Board determines that for any of the following reasons it is necessary to reduce the number of teacher positions, a RIF shall be implemented:
1. Decreased enrollment of pupils.
 2. Return to duty of teachers after leaves of absence.
 3. Suspension of schools or territorial changes affecting the school district.
 4. Financial reasons. ~~Financial reasons are defined as a reduction in the school district's revenue from one fiscal year to the next.~~
 5. A decrease in funds for those positions funded in full or in part by non general fund monies (monies not in the 001 fund of the District's Appropriation) may result in reductions in said positions.
 6. Elimination of programs, course offerings and/or the number of grade level sections.
- B. To the extent possible, the number of teachers affected by a RIF will be minimized by not employing replacements for teachers who retire, resign or whose limited contracts are not renewed for reasons other than RIF. It is recognized that attrition alone may not be sufficient to accomplish necessary reductions.
- C. Reductions needed beyond those available by attrition will be made by suspending contracts. Before a reduction in force occurs for the following school year, the Board shall act on the contracts of teachers who are eligible for a continuing contract. Teachers holding continuing contracts shall have more seniority than those holding limited contracts in the same area of certification/licensure. **No preference for seniority shall be given except when making a decision between teachers who have comparable evaluations.** Once a teacher attains continuing contract status, he/she shall become more senior than other teachers in his/her area of certification/licensure who also hold continuing contract status and who have less seniority in the system. Those contracts to be suspended shall be chosen as follows:

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1. All teachers (other than long-term substitutes ~~and Building Assistant Teachers~~) shall be placed on seniority lists in each teaching field for which they are certificated/licensed. Seniority shall be defined as the length of continuous service in the District.
 - a. A year of seniority for full-time teachers will be a minimum of one hundred twenty (120) days of service in a school year. All teachers employed on or before January 1, 1994, who have been receiving a year of service credit for at least 3-3/4 hours per day (or the weekly equivalent) for at least one hundred twenty (120) days per year shall continue to receive such credit on that same basis.
 - b. Seniority for a part-time teacher employed after January 1, 1994, [i.e., a teacher whose contract requires him/her to work fewer than seven and one-half (7-1/2) hours per day] shall be pro-rated based upon time actually worked in the District, e.g., a teacher employed half (.5) time for at least one hundred twenty (120) days in the District must work two (2) years in order to receive one year of service. Any amount over 1.0 years will accumulate to the next school year, e.g., a teacher employed as a .6 teacher one school year and employed as a .6 teacher the next school year will have accumulated 1.0 year of service with the .2 year accumulation being credited to the next school year.
 - c. Seniority shall not be interrupted by authorized leaves of absence or RIF; however, a teacher on leave shall not accrue seniority while on leave or RIF status unless the leave is military leave or involuntary FMLA Leave.
2. Reduction in any area of certification/licensure shall be made from the bottom of the seniority list for that area of certification/licensure. A teacher affected may elect to displace the least senior teacher in another area of certification/licensure also held by the teacher. Prior to a ~~mid-contract suspension~~, a ~~limited contract~~ teacher must be given at least ninety (90) calendar days notice of his/her RIF; ~~a continuing contract teacher must be given at least one school year's notice of his/her RIF.~~ **However, no preference for seniority shall be given except when making a decision between teachers who have comparable evaluations.**

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3. With respect to limited contract teachers only, factors other than seniority and area of certification/licensure may be used to determine those affected by a RIF if it is clearly demonstrated by the Board that the use of such a factor is necessary to achieve a recognized educational goal which could not be met by strict adherence to seniority and area of certification/licensure. Supplemental contracts that are not curriculum-related are not such a factor.
 4. If two or more teachers have the same length of continuous services, seniority shall be determined by:
 - a. The date of the Board meeting at which the teacher was hired, and then by:
 - b. The date the teacher signed his/her initial limited contract in the District;
 - c. The date on which the teacher submitted the first completed job application within the two (2) year period preceding the effective date of the teacher's first teaching contract with the Board if the date is available;
 - d. If any ties remain after (a), (b), and (c), they will be broken by lot.
- D. The names of teachers whose contracts are suspended in a RIF shall be placed on a recall list for ~~up to thirty-six (36) months for~~ continuing contract teachers and up to **sixty (60)** ~~twenty-four (24)~~ months for limited contract teachers from the date of their reduction in force. Teachers on the recall list shall have the following rights:
1. No new teacher shall be employed by the Board while there are teachers on the recall list who are certificated/licensed for the vacancy.
 2. Teachers on the recall list shall be recalled in order of seniority in vacancies in areas for which they are certificated/licensed.
 3. **Seniority shall not be the basis for recalling a teacher, except when making a decision between teachers who have comparable evaluations.**

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- ~~4-3.~~ If a vacancy occurs, the Board shall send a certified announcement to the last known address of the most senior teacher on the recall list who is qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his/her current address. Any teacher who fails to respond within seven (7) calendar days, or who declines to accept a full-time position, shall forfeit all recall rights. A teacher who declines a part-time position shall remain on the recall list.
- ~~5-4.~~ A teacher on the recall list shall, upon acceptance of the notification to resume active employment status, returns to active employment status with the same seniority, accumulation of sick leave and salary schedule placement as said teacher enjoyed at the time of RIF. Where group insurance policies permit, a teacher on the recall list who is unemployed and does not otherwise have group coverage available may continue to participate in those benefits which are provided to teachers in active employment provided the teacher pays the group rates for such benefits.
- E. The Association President shall be given the District's seniority list for teachers and administrators in each area of certification/licensure by February 1st of each year.
- F. No later than fifteen (15) calendar days prior to the effective date of a RIF, the Association President will be given a list of those teachers whose contracts are to be suspended in the reduction.
- G. The administration will provide letters of recommendation for teachers affected by a RIF, and will attempt to provide other forms of assistance, where possible upon the request of the teacher.
- H. Comparable evaluations shall be defined as follows:**
- 1. Accomplished**
 - 2. Developing/Proficient**
 - 3. Ineffective**

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ARTICLE 12 – TEACHER WORK LOAD

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B. Elementary School Teachers

1. The normal teaching load at the elementary level (Pre-K to 6) shall provide each teacher with at least three hundred fifty (350) minutes per week within the teacher day for preparation time.
2. Elementary teachers will be assigned a thirty (30) minute duty time each day. The thirty (30) minute duty time shall be 8:30 – 9:00 a.m., 3:30 – 4:00 p.m., or the thirty (30) minutes before or after lunch ~~and may be duties such as:~~ **Effective with the 2013-14 school year and thereafter, for up to three (3) days per week, the teacher may be assigned duties such as:**

a. Academic Duties

- 1) **OAA preparation**
- 2) **Tutoring**
- 3) **Intervention period**
- 4) **Reading period**
- 5) **Academic laboratory**
- 6) **OIP/RTI Intervention**
- 7) **Caseload management (i.e., guidance counselors, psychologists, intervention specialists, speech and language pathologists)**

b. Non-Academic Duties

- 1) **Arrival/dismissal inside supervision**
- 2) **Period substitution (no additional compensation)**
- 3) **Traveling teacher travel time**

- a. ~~OAA preparation~~
- b. ~~Tutoring~~
- c. ~~Intervention period~~
- d. ~~Reading period~~
- e. ~~Academic laboratory~~
- f. ~~Arrival/dismissal inside supervision~~

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- ~~g. Period substitution (no additional compensation)~~
- ~~h. Media Center assistance~~
- ~~i. OIP/RTI Intervention~~
- ~~j. Cafeteria duty~~
- ~~k. Traveling teacher travel time~~
- ~~l. Detention supervision~~
- ~~m. Student attendance verification/monitoring~~
- ~~n. Hallway supervision~~
- ~~o. Internships/practicums~~
- ~~p. Caseload management (i.e., guidance counselors, psychologists, intervention specialists, speech and language pathologists)~~
- ~~q. Computer labs~~

~~3.~~ And other duties as agreed upon by the SEA President and the Superintendent/Designee

4. Non-academic duties will be assigned in an equitable manner.

Effective with the 2013-14 school year and thereafter, for a minimum of two (2) days per week, the teacher's assigned duties will be academically focused to comply with District and legal mandates to enhance individual student achievement and teacher professional growth. The teacher's assigned duties will focus on items from the list below:

- a. SLOs**
- b. Common Assessments**
- c. Data Analysis**
- d. Collaborative Unit Planning**
- e. Common Core**
- f. Working with Linked Students**
- g. OTES**
- h. TBT Meetings**
- i. And other duties as agreed upon by the SEA President and the Superintendent/Designee**

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- 5-3. Teachers may volunteer to perform recess supervisory duties at the elementary schools. Teachers who volunteer for such duty will be paid five and one-half percent (5-1/2%) of the BA base salary in effect at the start of the school year. In the event of an emergency, teachers may be assigned to recess supervision duty and shall be compensated for time spent at the above rate.
- 6-4. Elementary teachers shall not be required to remain in their classrooms when other teachers certificated/licensed to teach in special areas such as art, music, or physical education are in charge of such classes, unless through prior written notification, a teacher's presence is necessary for specific activity.
- 7-5. At the elementary level (grades Pre-1 through 6) the Board shall provide instruction through the use of a specialist for art for seventy (70) minutes, music for two (2) forty (40) minute periods, and physical education for two (2) forty (40) minute periods per week. At the Pre-K through K level, the Board shall provide at least twenty (20) minutes of art, music and physical education per week.
- 8-6. A maximum of eighteen (18) hours of planned media instruction per school year shall be flexibly and mutually scheduled by the media specialist and the elementary classroom teacher. This scheduling shall be initiated by the elementary classroom teacher. The teacher may participate in the media activity with the media specialist.

C. Middle School Teachers

- 1. Teachers at the middle school shall have six (6) assignments, one (1) preparation period each day, one (1) required team planning period, and one (1) thirty (30) minute student assistance period. One of the six (6) assignments shall be other than an assigned teaching class. "Student assistance" is defined as curricular and/or developmental activities to extend or enhance student learning as determined by the team.

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2. Middle school teachers will be assigned five (5) instructional periods and one (1) duty period. ~~The one (1) duty period may be duties such as:~~

Effective with the 2013-14 school year and thereafter, for up to three (3) days per week, the teacher may be assigned duties such as:

a. Academic Duties

- 1) Academic labs
- 2) Tutoring
- 3) OIP/RTI intervention
- 4) Caseload management (i.e., guidance counselors, psychologists, intervention specialists, speech and language pathologists)
- 5) Intervention labs

b. Non-Academic Duties

- 1) Corrective learning
- 2) Period substitution (no additional compensation)
- 3) Traveling teacher travel time

c. Advisory Duties

Team leader

- a. ~~Corrective learning~~
- b. ~~Academic labs~~
- c. ~~Reading period~~
- d. ~~Student attendance verification/monitoring~~
- e. ~~Study hall~~
- f. ~~Tutoring~~
- g. ~~Media Center supervision~~
- h. ~~Period substitution (no additional compensation)~~
- i. ~~Traveling teacher travel time~~
- j. ~~Detention supervision~~
- k. ~~Cafeteria duty~~
- l. ~~Team leader~~
- m. ~~Internships/practicums~~

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- ~~n. Hallway supervision~~
- ~~o. OIP/RTI intervention~~
- ~~p. Caseload management (i.e., guidance counselors, psychologists, intervention specialists, speech and language pathologists)~~
- ~~q. Intervention labs~~
- ~~r. Computer labs~~

- 3-s.** And other duties as agreed upon by the SEA President and the Superintendent/Designee

Effective with the 2013-14 school year and thereafter, for a minimum of two (2) days per week, the teacher's assigned duties will be academically focused to comply with District and legal mandates to enhance individual student achievement and teacher professional growth. The teachers assigned duties will focus on items from the list below:

- a. SLOs**
- b. Common Assessments**
- c. Data Analysis**
- d. Collaborative Unit Planning**
- e. Common Core**
- f. Working with Linked Students**
- g. OTES**
- h. TBT Meetings**
- i. And other duties as agreed upon by the SEA President and the Superintendent/Designee**

- 4-3.** All reasonable efforts will be made to achieve a schedule wherein no teacher has four or more distinctly different academic and/or science laboratory course preparations per day. Any teacher with four or more distinctly different academic or science laboratory course preparations shall have a teaching load of four (4) assignments.

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- 5-4.** For the purposes of this Agreement, academic courses are defined as those taught in the following departments: English, Math, Science, Social Studies, and Foreign Language. Distinctly different academic courses are those whose content, course of study and/or subject objectives are substantially different. Examples include, but are not limited to: French I and French II, Algebra I and Physics are distinctly different.
- 6-5.** Middle school teachers assigned to bus duty shall not be assigned beyond the regular school day and, likewise, will not receive additional compensation for that duty.
- 7-6.** At the middle school level, except for teaching assignments, preparation time, lunch, student assistance time, and collaborative team planning time, teachers may be assigned supervisory duties.

D. High School Teachers

1. The normal teaching load at the high school shall be up to six (6) assignments and one (1) full preparation period. One of the six (6) assignments shall be other than an assigned teaching class.
2. High school teachers will be assigned five (5) instructional periods and one (1) duty period. ~~The one (1) duty period may be duties such as:~~

Effective with the 2013-14 school year and thereafter, for up to three (3) days per week, the teacher may be assigned duties such as:

a. Academic Duties

- 1) Academic labs
- 2) OGT intervention
- 3) Tutoring
- 4) OIP/RTI intervention
- 5) Caseload management (i.e., guidance counselors, psychologists, intervention specialists, speech and language pathologists)
- 6) Intervention lab

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b. Non-Academic Duties

- 1) **Period substitution (no additional compensation)**
- 2) **Corrective learning**
- 3) **Chemistry lab**
- 4) **Web Master**
- 5) **Traveling teacher travel time**
- 6) **Detention supervision**
- 7) **Computer lab**

c. Advisory Duties

- 1) **Yearbook**
- 2) **Student council**
- 3) **Senior Class Advisor**
- 4) **Student Announcements**
- 5) **Department/division chairs**

- a. ~~Corrective learning~~
- b. ~~Academic labs~~
- e. ~~OGT preparation~~
- d. ~~Reading period~~
- e. ~~Student attendance verification/monitoring~~
- f. ~~Study hall~~
- g. ~~Tutoring~~
- h. ~~Media Center supervision~~
- i. ~~Period substitution (no additional compensation)~~
- j. ~~Traveling teacher travel time~~
- k. ~~Detention supervision~~
- l. ~~Cafeteria duty~~
- m. ~~Yearbook~~
- n. ~~Student council~~
- o. ~~Senior Class Advisor~~
- p. ~~Athletic office~~
- q. ~~Department/division chairs~~
- r. ~~Internships/practicums~~
- s. ~~Hallway supervision~~
- t. ~~OIP/RTI intervention~~

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- u. ~~Intervention lab~~
- v. ~~Computer lab~~
- w. ~~Caseload management (i.e., guidance counselors, psychologists, intervention specialists, speech and language pathologists)~~

- 3-x. And other duties as agreed upon by the SEA President and the Superintendent/Designee

Effective with the 2013-14 school year and thereafter, for a minimum of two (2) days per week, the teacher's assigned duties will be academically focused to comply with District and legal mandates to enhance individual student achievement and teacher professional growth such as:

- a. **SLOs**
- b. **Common Assessments**
- c. **Data Analysis**
- d. **Collaborative Unit Planning**
- e. **Common Core**
- f. **Working with Linked Students**
- g. **OTES**
- h. **TBT Meetings**
- i. **And other duties as agreed upon by the SEA President and the Superintendent/Designee**

- 4-3. All reasonable efforts will be made to achieve a schedule wherein no teacher has four or more distinctly different academic and/or science laboratory course preparations per day. Any teacher with four or more distinctly different academic or science laboratory-course preparations shall have a teaching load of four (4) assignments.

- 5-4. For the purposes of this Agreement, academic courses are defined as those taught in the following departments: English, Math, Science, Social Studies, and Foreign Language. Distinctly different academic courses are those whose content, course of study and/or subject objectives are substantially different. Examples include, but are not limited to: French I and French II, Algebra I and Physics are distinctly different. Honors, basic, and advanced placement courses which are so designated in the student course schedule shall be deemed a distinctly different preparation from non-honors, non-basic, or non-advanced

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placement courses in the same instructional area. Examples include but are not limited to: Chemistry and AP Chemistry are distinctly different.

- ~~6-5.~~ High school teachers will be required to be in their classrooms not later than ten (10) minutes prior to the scheduled beginning of the school day unless there is an administratively-scheduled meeting or an IAT meeting, and may leave at the conclusion of their regular school day unless provided otherwise herein. Teachers who do not have a first period class may be assigned a ten (10) minute supervisory duty.
- ~~7-6.~~ At the high school level, except for teaching assignments, preparation time, and lunch, teachers may be assigned inside supervisory duties.

E. Duty Reassignment

~~When a teacher at any grade level has been assigned to the same duty for three (3) consecutive years, The teacher may request, in writing, reassignment to a different duty at any time. Reassignments will be made based on mutual agreement between the SEA President and Building Principal. Once the request has been submitted the teacher shall be assigned to a different duty, however, the building principal at that grade level shall have the final authority in assigning the new duty.~~

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ARTICLE 12 – TEACHER WORK LOAD

* * *

H. Building Assistant Teachers

The employee who worked as a Building Assistant Teacher during the 2012-13 school year shall be transferred to the position of Corrective Learning Teacher for eight (8) periods per day at the High School and shall receive the same salary and benefits earned as an Assistant Teacher.

- ~~1. The primary responsibility for Building Assistant Teachers is to prepare instructional materials for teachers. Other responsibilities can be found in the Building Assistant Teacher job description, and one of these other responsibilities is to substitute teach.~~
- ~~2. The Building Assistant Teachers shall work the following schedules:~~
 - ~~a. Each Building Assistant Teacher shall be employed for the entire school year, and for the entire day.~~
 - ~~b. Tuesday, Wednesday, and Thursday at their assigned building(s). Duties will be consistent with the Building Assistant Teacher job description.~~
 - ~~c. On Fridays, the Building Assistant Teachers will be the first persons utilized as substitutes in the elementary buildings. If no substitutes are needed, then the Building Assistant Teachers will report to their home school.~~
 - ~~d. On Mondays, the Building Assistant Teachers will be available for substitute assignments only as a last resort and if no other substitutes are available. If substitutes are not needed, then the Building Assistant Teachers will report to their home school.~~
 - ~~e. The staffing for the Building Assistant Teachers shall be: one full time position at Chapman, Drake, Muraski, and Kinser; one half-time position for Surrarer, Whitney, and Zellers.~~

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- ~~(1) The parties agree to review the Building Assistant Teachers' workload and schedules at least once yearly.~~
- ~~(2) This information will be used to consider any modifications to the schedules, days, hours, building, and/or assignments for the next school year.~~
- ~~3. Each Building Assistant Teacher shall be paid at the rate of 60% of the Teacher Bachelor column, step zero. Building Assistant Teachers will not move on the salary schedule steps and/or columns. Wage increases will be consistent with any increase on the Bachelor base salary.~~
- ~~4. Each Building Assistant Teacher will have a duty free thirty minute lunch and will not be assigned preparation periods or teacher duty assignments. This language supersedes any other language in the Agreement that refers to length of lunch or preparation time.~~
- ~~5. With the exception of salary (including no movement on the steps/columns), lunch time, and preparation time, every other section of the Agreement applies to each Building Assistant Teacher.~~
- ~~6. All Building Assistant Teacher positions shall be filled within twenty (20) working days of Association ratification and Board approval of the Agreement. Each substitute Building Assistant Teacher shall remain in his/her position until either he/she is offered a regular building Assistant Position or until his/her position is filled by someone else. Any teacher in a Building Assistant Teacher position in the 2006-07 school year who remains in the position of Building Assistant Teacher after the interview process, who was not paid at the rate of 60% of the Teacher Bachelor's column (step 0) while being in the position of casual substitute shall be compensated the difference between the 60% of the Teacher Bachelor's column (step 0) and the casual substitute rate for each day he/she was not appropriately paid.~~
- ~~7. A Building Assistant Teacher is eligible for a continuing contract. However, if a continuing contract is granted, the continuing contract is only for a building Assistant Teacher position.~~

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- ~~8. Building Assistant Teachers shall have a seniority list that is separate from the teacher seniority list and shall have a separate layoff and recall list.~~
- ~~9. A Building Assistant Teacher shall have no entitlement to a regular teaching position. This, however, does not mean that a Building Assistant Teacher could not be hired into a teacher position.~~
- ~~10. Due to the severe financial restraints facing the District during the 2010-2011 and 2011-2012 school year, Article 12(F) Building Assistant Teachers shall be temporarily suspended during the 2011-2012 school year. Those Building Assistant Teachers who are reduced under this temporary suspension shall be entitled to full recall rights to any Building Assistant Teacher vacancy that is created following the conclusion of the 2011-2012 school year.~~

Note: Any and all references or mention of Building Assistant Teachers shall be deleted from other provisions of the Agreement.

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ARTICLE 15 – LABOR MANAGEMENT COMMITTEE
FACULTY REPRESENTATIVE ADVISORY COMMITTEE

- A. The Labor Management Committee shall operate under guidelines adopted by the Committee.
- B. A Faculty Representative Advisory Committee will meet monthly per mutual agreement of the parties.
- C. **The Labor Management Committee shall meet monthly during the school year and may not be dissolved without the mutual agreement of the Superintendent/designee and the Association President.**

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ARTICLE 18 – RESIDENT EDUCATOR MENTORING PROGRAM

A. Overview

The Resident Educator ~~A mentoring~~ program is designed to help entry year teachers (e.g., those who are working toward a **Professional Educator license** ~~licensure~~). A mentor will consult and assist **Resident Educators** ~~entry year teachers~~ but shall not evaluate them. A teacher who applies and is selected to be a mentor shall be compensated and shall receive release time as stated below. In order to be selected as a mentor, the teacher must have completed Mentor Training and have at least five (5) years teaching experience, three (3) of which are in the District.

B. Mentors

1. Training

Teachers selected to be mentors for the first time shall be provided training in mentoring and the components of Mentor Training. Mentors shall be provided release time for training in accordance with the District procedures and may also be required to attend training sessions/meetings outside of the regular school day to a maximum of eight (8) hours per school year.

2. Compensation and Release Time

- a. For each **Resident Educator** ~~mentee~~, a mentor will receive the following compensation and release time:
- (1) The mentor shall receive a stipend of .05 of the BA base salary per school year and shall receive this compensation in equal installments with his/her regular paycheck.
 - (2) The mentor shall be given release time, at his/her determination, up to a maximum of twenty-five (25) hours per school year. Additional hours may be granted by the Director of Human Resources.

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- (3) When the mentor determines that release time is needed, he/she shall give at least three (3) days advance notice to the building principal so that substitute arrangements can be made. If immediate intervention is required, the mentor will give at least one (1) days' notice directly to Human Resources. A professional leave form must be submitted.
 - (4) The mentor shall also meet with the **Resident Educator-mentee** for two (2) hours before the school year begins. The mentor and mentee shall mutually determine this meeting date and time.
- b. Ideally, each mentor shall not have more than one (1) **Resident Educator-mentee**; however, when this is not possible, a mentor may be given a second **Resident Educator-mentee**, but can never have more than two (2) **Resident Educator-mentees**.

C. **Resident/Educator-Mentees**

1. **Year One (1) Resident Educators** ~~Entry-year teachers~~ will be given a minimum of thirty (30) hours release time per school year to consult with the mentors. Additional day(s) may be granted by the Director of Human Resources. These days may be used in quarter day increments, if coverage is available.
2. **Resident Educators** ~~The entry-year teacher~~ will spend two (2) hours with his/her mentor before the school year begins. The mentor and the **Resident Educator-mentee** shall mutually determine this meeting date and time.
3. **In years two (2) through four (4), Resident Educators shall be given up to twenty (20) hours release time to consult with mentors. Additional release time may be granted by mutual agreement.**

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D. **Resident Educator Program**~~Lead Mentor/Entry Year Coordinator~~

1. There shall be a **Resident Educator Program**~~Lead Mentor/Entry Year~~ Coordinator who shall have release periods in order to fulfill the responsibilities of **Resident Educator Program**~~Lead Mentor/Entry Year~~ Coordinator.
2. **Resident Educator Program**~~Lead Mentor/Entry Year~~ Coordinator Release Time
 - a. One (1) to ten (10) mentees – forty-five (45) minutes or one (1) period at the secondary level
 - b. Eleven (11)+ mentees – ninety (90) minutes or two (2) periods at the secondary level
 - c. **Additional release time may be granted by mutual agreement of the Superintendent/designee and SEA President.**
3. **The Resident Educator Program**~~Lead Mentor/Entry Year~~ Coordinator would also be a mentor for one teacher without being paid a mentor stipend.
4. **The Resident Educator Program**~~Lead Mentor/Entry Year~~ Coordinator would work with all new teachers and those on Improvement Plans.
5. **The Resident Educator Program**~~Lead Mentor/Entry Year~~ Coordinator will provide a log of all **Resident Educator Program**~~Lead Mentor/Entry Year~~ Coordinator activities.
6. Plan and implement, with the Director of Human Resources, the New Teacher Orientation Program.
7. The **Resident Educator Program**~~Lead Mentor/Entry Year~~ Coordinator shall receive a stipend of Six Thousand Dollars (\$6,000).

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E. District Mentoring Committee

1. This Committee is comprised of:
 - a. Three (3) Association members (Association President, **Resident Educator Program** ~~Lead Mentor/Entry Year~~ Coordinator, one member appointed by the Association President).
 - b. Three (3) who are appointed by the Superintendent/designee (Director of Human Resources, Elementary Principal, Secondary Principal).
2. All members may be available to meet at a mutually agreed upon date during the summer.
3. Responsibilities of the District Mentoring Committee
 - a. Design of the program.
 - b. Selection of mentors.
 - c. Assignment of mentors with input considered from the building interview committees.
 - d. Collaboration with college and universities.
 - e. Reviewing input from mentors and mentees.
 - f. Periodically reviewing the program's effectiveness. The written review, along with other committee recommendations, shall be sent to the Association President and the Director of Human Resources.
4. Release Time/Compensation
 - a. Adequate release time will be granted to the District Mentoring Committee members in order to fulfill their responsibilities.
 - b. If the Committee conducts meetings or activities outside of the school year and/or school day, each member shall be compensated at the rate of .00125 of the BA base salary for each hour of District Mentoring Committee work, up to fifteen (15) hours per school year. In lieu of the Mentor Committee Stipend, members may use hours toward their Professional Development commitment pursuant to Article 11(A)(7).

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5. Decisions will be made on a consensus basis.

F. Protections

1. At any time, either the mentor or the **Resident Educator**~~entry year teacher~~ may exercise the option to have a new mentor assigned. (Any compensation for the mentor will be prorated to reflect the change in assignment.) In that the mentor and **Resident Educator**~~entry year teacher~~ must operate in a trusting and comfortable relationship, no specifics shall be given to the exercise of this option and no prejudice or evaluation is to be given such change. The District Mentoring Committee will make the reassignment.
2. All members of the District Mentoring Committee and **Resident Educators**~~entry year teachers~~ shall keep confidential all discussions, actions, materials, and other information to the extent permitted by law.
3. Mentors shall communicate directly with the **Resident Educator**~~entry year teacher~~. No mentor teacher shall participate in any informal or formal evaluation of the entry year teacher, nor make, or be requested to make any recommendation regarding the continued employment of the entry year teacher. All interaction, written or oral, between the mentor teacher and the **Resident Educator**~~entry year teacher~~ shall be regarded as confidential. However, the mentor teacher is obligated to advise the administration if he/she reasonably suspects the entry year teacher is engaged in or contemplating actions that could be harmful to students, the **Resident Educator**~~entry year teacher~~, or others. Subject to the above, the District shall not use any written or anecdotal communications regarding the **Resident Educator**~~entry year teacher~~ from the mentor or any testimony by the mentor in any adverse job action affecting the **Resident Educator**~~entry year teacher~~.
4. The evaluation of the mentor, as provided in Article 5 of this Agreement, shall not be affected in any respect by participation in the **Resident Educator**~~entry year~~ program or its demands.
5. Mentors will be excluded from the supplemental contract evaluation. The **Mentoring Program**~~Lead Mentor/Entry Year~~ Coordinator will review mentors for the sole purpose of making future mentoring assignments.

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ARTICLE 20 – JOB SHARING

- A. With the approval of the building principal and Superintendent/designee which approval shall not be unreasonably withheld, two teachers may share a certificated/licensed teaching assignment.
- B. Teachers who wish to share an assignment shall submit a written plan for such arrangement to the building principal not later than April 1st of the year preceding the proposed job share. The plan must include the following elements:
1. That the plan will be in effect for a full school year.
 2. The area of teaching assignment, including grade level, buildings and courses to be shared.
 3. A full description of the ~~teaching techniques and methods and grading practices employed by each teacher, with a full explanation of the steps the participants will employ to insure compatibility of such techniques and practices.~~
 4. A percentage of the ~~regular full-time~~ workday each participant proposes to teach.
 5. What will happen if one of the participants is unable or unwilling to complete the full school year under the job sharing plan.
- C. Teachers who wish to participate must locate their job sharing partner. No teacher will be required to job share.
- D. All negotiated benefits shall be split according to the percentage of a regular full-time workday served by the participant.
- E. Participants shall acquire seniority credit for RIF and salary schedule placement purposes on a proportionate basis: e.g., one-half time service provides one-half year credit.
- F. Job sharing teachers shall be considered for change in contract status, evaluation and RIF on the same basis as the teachers.
- G. Each participant must attend all meetings as set forth in Article 12 (Teacher Work Load).

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- H. Refusal of the administration to approve a job sharing plan is not subject to the grievance procedure.
- I. Job sharing participants cannot be required to substitute for other job sharing participants. If they agree to substitute, they will be reimbursed at the substitute rate.
- J. At the conclusion of job-sharing, each participant shall be returned to a full-time position for which he/she is properly certificated/licensed. The first consideration shall be returning to the position he/she held prior to assuming the job share position. However, the teacher does not have to interview for this position.

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ARTICLE 23 – ASSOCIATION RIGHTS

- A. The following sole and exclusive rights shall be granted to the Association.
1. The Board shall make available to the Association an area for office space and the use of a telephone. The Association shall reimburse the Board for the cost of the telephone.
 2. Duly-authorized representatives of the Association/OEA/NEA may transact Association business on Board property any time before, after, or during the regular work day provided that such business shall not interfere with the assigned duties of the teachers.
 3. The Association may use school-owned equipment including **e-mail**, typewriters, computers, duplicating equipment, calculators, and all types of audio-visual equipment provided such equipment is not otherwise in use. Proper request must be made and approved before said equipment can be used. The cost of expendable supplies and equipment repairs from misuse shall be reimbursed by the Association.
 4. The Board shall make available its facilities, at no cost, for Association meetings.
 5. The Association President shall, no later than two (2) days prior to the Board meeting, be provided with the Board's agenda, approved minutes, and other documents given to Board members.
 6. Each school shall provide adequate space on a present bulletin board for Association materials for the purpose of communications with members of official notice of, or results of, official business, activities, and meetings of the Association.
 7. The Association shall have, without charge, use of the District's mail service, teacher mailboxes, and District e-mail service for communication with members. The Board shall not authorize another teacher labor organization to use these services.

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ARTICLE 25 – VOLUNTARY PROFESSIONAL GROWTH

(does not apply to long-term substitutes)

Effective June 30, 2013, the VPG program shall be discontinued, and no new VPGs shall be recognized or awarded by the District. All VPGs that were previously awarded to teachers, including any VPGs awarded after August 1, 2011, shall be grandfathered by the District, according to the terms of the Agreement under which they were earned (i.e., permanent or four-year).

A. Purpose

- ~~1. The Board and the Association desire to make the District an active, dynamic and progressive District which is in constant touch with our community and the educational world. The Voluntary Professional Growth Program seeks to encourage all teachers of the District to advance in professional growth beyond those standards set by the state and local school system in ways that provide a benefit to the educational program and students of the District.~~
- ~~2. Increments awarded prior to December 31, 1987 shall be frozen at the amount of the supplemental contract in effect at that time. Professional growth increments earned after January 1, 1988 will be awarded based on the schedule below in accordance with the teacher's educational training at that time and will remain at that level. Increments shall be awarded to part-time teachers based upon the ratio of their FTE assignment. The schedule below is configured yearly, and the amounts in the schedule below are increased using the same percentage increase that was used to increase the base salary amount.~~

~~No bargaining unit member shall receive a VPG salary increase for the 2009-10 school year.~~

~~8-1-09~~

BA	1144
BA+15	1333
BA+30	1596
MA	1750
MA+15	1913
MA+30	2045

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MA+50 EDS,PS	2102
Ph. D, Ed. D	2163

~~B. — Evaluation Committee:~~

~~This committee shall be composed of the following:~~

- ~~1. — The Superintendent/designee~~
- ~~2. — The Association President/designee~~
- ~~3. — Two principals or assistant principals — appointed by the Superintendent for a three (3) year term, said terms not to run concurrently with each other.~~
- ~~4. — Two teachers — elected by secret ballot by teachers, each for a three (3) year term. These terms not to run concurrently with each other, nor with the terms of the appointed principals.~~
- ~~5. — The committee may invite consultation of a statistical or special nature when needed to evaluate research projects.~~
- ~~6. — All decisions of the committee shall be by at least a majority vote. If the vote is tied, the teacher submitting the VPG form shall be invited to discuss/expand upon his/her VPG application with the Evaluation Committee. After meeting with the teacher, the Evaluation Committee has the authority to accept or reject the application.~~

~~C. — Credits~~

- ~~1. — Nine (9) points shall be required for each increment. The first increment may be earned with no minimum time restriction. Subsequent growth periods require a minimum of four (4) consecutive years. There is no maximum time restriction for any growth period from the date of the previously awarded increment.~~

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- ~~2. No teacher shall be eligible for more than five (5) professional growth increments. College credits cannot be used for voluntary professional growth points. One point equals fifteen (15) or more clock hours, outside of regular school hours, in other approved activities.~~

~~D. Ways of Attaining Required Points~~

~~Points may be attained in any combination of the following ways:~~

- ~~1. Professional growth courses, workshops, seminars and meetings—maximum of six (6) points. These cannot have been taken for college credit, and must be of direct professional benefit to the teacher, the students, or the District.~~
- ~~2. Professional organization and/or civic activities—a maximum of 3 points may be awarded for responsible activities in a professional and/or civic organization if the activities are of direct professional benefit to the teacher or the District. Civic activities must be undertaken in the City of Strongsville and must have a demonstrable benefit to the Strongsville City School District.~~
- ~~3. Instructional and curriculum improvement—maximum of six (6) points.~~
- ~~4. Professional writing and individual research—a maximum of three (3) points may be awarded for published professional writing or for individual research which has been published or has been put to professional use by the District.~~
- ~~5. Educational travel—maximum of three (3) points if it is of substantial and direct benefit to the teacher in his/her subject area.~~
- ~~6. Student teacher/intern supervisions—maximum of two (2) points per increment; one (1) point awarded for supervision of each full time student teacher. When a student teacher/intern is shared by two or more teachers, a maximum of one-half (1/2) point may be awarded to each teacher.~~
- ~~7. National Board Certification—two (2) points~~
- ~~8. Supervising/Chaperoning Student Trips—maximum of six (6) points~~

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9. ~~Other activities — maximum of six (6) points if the activities are of direct professional benefit to the teacher, the students, or the District.~~

E. ~~Operational Procedures~~

1. ~~Any teacher who is seeking credit for meeting the requirements of the Voluntary Professional Growth Program must fill out a form for each activity for which credit is sought. It is the teacher's responsibility to initiate and satisfactorily complete all forms, and to place the forms before the Evaluation Committee.~~
2. ~~By June 1st of each year the Evaluation Committee will publish a set of criteria setting forth specification as to what constitutes a completed application.~~
 - a. ~~It is the responsibility of the applicant to fill out each application form completely, to include the necessary documentation, and to offer written explanation of how each activity benefits the students, the District or the educational profession.~~
 - b. ~~Completed applications should be sent to the Evaluation Committee only when the applicant believes he has met the full requirements (9 points) for a professional growth increment.~~
 - c. ~~Applications for evaluation, with supporting evidence, received by the committee on or before September 30th will apply for the current school year. New applications received after September 30th will apply to the following school year. A teacher may file an application, with supporting evidence, with the Evaluation Committee within thirty (30) days of Board approval of the Agreement if he/she has National Board Certification (#7) and/or has supervised/chaperoned student trips (#8) which now makes the teacher eligible for a VPG increment who was not eligible for a VPG increment on September 30, 2006. Approval of such application by the Evaluation Committee will apply to the 2006-07 school year.~~

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- d. ~~The Evaluation Committee will evaluate applications submitted to it on a current basis and make recommendations by the end of October, November and February. Additional meetings will be at the discretion of the committee. Applicants will be notified within fifteen (15) days after these meetings regarding the decision of the committee.~~
 - e. ~~Professional growth points can be awarded only for activities engaged in while the applicant is a teacher of the District.~~
 - f. ~~Points cannot be awarded for any activity for which the Board reimburses any of the expenses or pays the substitute, or for any activity which occurs primarily on school time. Except for supervising student teachers and publishing of professional writing, points cannot be awarded for any activity for which the applicant has received compensation from any source. Compensation does not include reimbursement of actual expenses incurred, or stipend amounts of less than \$100.~~
 - g. ~~The first year's professional growth increment will take the form of a salary schedule adjustment within sixty (60) days after approval by the Evaluation Committee. In succeeding years, the increment will be calculated in the regular pay.~~
- F. ~~Teachers awarded new VPGs on or after August 1, 2011, shall be paid for that new VPG for four (4) years only, and such VPGs earned after that date shall be void after four (4) years. Teachers shall have the right to apply for another VPG after the expiration of the aforementioned VPG.~~

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ARTICLE 34 – INSURANCES

A. Carriers

The Board may change carrier(s) for any of the insurance programs contained herein provided that such coverage and services shall not be less than provided by the present carrier(s). The Board will advise the Association at least forty-five (45) days in advance of the effective date of the intended change and meet with the Association to discuss the matter at least thirty (30) days in advance of the intended change.

B. Comprehensive Major Medical Insurance

1. Full-time Teachers

Effective with the first pay of the ~~2013-14~~ 2011-12 school year, the Board shall pay **eighty-five percent (85%)** ~~ninety percent (90%)~~ for family and individual premiums for comprehensive major medical insurance programs, and the employee shall pay **fifteen percent (15%)** ~~ten percent (10%)~~ of the premium, up to a maximum of **Two Hundred Dollars (\$200.00)** ~~One Hundred Fifty Dollars (\$150.00)~~ per month family and **One Hundred Dollars (\$100.00)** ~~Seventy-Five Dollars (\$75.00)~~ per month for individual coverage. The major medical insurance plan is summarized in the charts in this Article. **Employees who voluntarily participate in biometric testing (to be defined as body mass index, glucose, blood pressure, and cholesterol only) and complete the health risk assessment shall pay ten percent (10%) of the premium up to a maximum of One Hundred Fifty Dollars (\$150.00) per month family and Seventy-Five Dollars (\$75.00) per month for individual coverage. All biometric testing and the completion of the health risk assessment shall be provided at no cost to the employee. Any employee who elects to participate in the biometric testing and the health risk assessment, but elects to do so off campus, shall be able to do so at no cost to the employee so long as the testing is done by an in-network provider.**

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2. Part-time Teachers

All part-time teachers who work a minimum of 18.75 hours per week and a minimum of 150 days per year may elect to participate in the medical insurance plan by contacting the Benefits Specialist and completing all required forms. The Board will pay 50% of the individual or family premium for such teachers. The remainder of the premium will be paid by the teacher via payroll deduction.

3. Coverage Waiver Option

a. Teachers eligible for Board-paid contributions towards medical insurance coverages, who waive the right to insurance for one (1) full school year will receive a lump sum payment on the second pay period in September following the one (1) year waiver period. The waiver will remain in effect unless revoked by the teacher at the end of the school year. [Remainder of paragraph moved from 3(c) – Coverage Waiver Option] Should a teacher elect to participate in the program, the teacher must complete a waiver of coverage form and submit to the Benefits Specialist. A teacher who withdraws from the program may not re-enter same until the following year. A newly-employed teacher may elect to participate by completing the waiver of coverage at the time of initial employment. Payment shall be made to such teachers on a pro rata basis.

(1) A full-time teacher waiving individual or family coverage shall receive a \$1200 payment per year.

(2) An eligible part-time teacher waiving individual or family coverage shall receive a \$600 payment per year. To be eligible a teacher must be at least a 50% teacher and must work at least 150 days per school year and work hours that equal or exceed 3-3/4 hours per day for the majority of the 150 days.

b. In the event of a change in circumstances, the teacher may reinstate coverage, provided he/she has filed the proper application card with the Benefits Specialist. A change in circumstances would include divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility coverage, a court order requiring coverage, or other

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enrollment rights consistent with federal law. Such reentry into the insurance program shall preclude the teacher from receiving the medical insurance waiver payment in lieu of coverage as indicated above.

- c. **If an employee is covered by District insurance, the employee shall not be eligible for this payment.**

4. Special Enrollment Rights

- a. If teachers have declined enrollment for themselves or for their spouse or their dependents because of other health insurance or group health plan coverage, teachers may be able to enroll themselves and their spouse or their dependents in this plan if they or their spouse or their dependents lose eligibility for the other health insurance or group health plan coverage (or if the employer stops contributing towards their or their spouse's or dependents' other coverage). However, they must request enrollment within 31 days after they or their spouse's or their dependents' other coverage ends (or after the employer stops contributing toward the other coverage).
- b. In addition, if teachers have a new dependent as a result of marriage, birth, adoption or placement for adoption, they may be able to enroll themselves and their dependents. However, they must request enrollment within 31 days after the marriage, birth, adoption or placement for adoption.
- c. To request special enrollment or obtain more information, teachers must contact the Benefits Specialist.

5. Presently-employed teachers who are eligible but have not enrolled for medical insurance may enroll during the period from September 1st through October 1st of each year. Teachers may not change coverage, except during the enrollment period from September 1st through October 1st of each year. This enrollment limitation does not apply to presently-enrolled teachers who may change coverage by completing new enrollment forms (family to single, single to family) at any time. The change in coverage will take effect on that date or a future date as designated by the teacher at the time of enrollment.

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6. A newly-hired teacher will be insured on the first date of employment as established by the teacher contract provided the teacher has enrolled and reports to work in accordance with the provisions of his/her contract.
7. **Changes in health care coverage shall be effective sixty (60) days after adoption of the change.**

Strongsville City Schools Certified Health Insurance

Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age	26	
Older Age Child	28	
	Removal upon End of Month	
Pre-Existing Condition Waiting Period (does not apply to members under the age of 19)	Initial Group Waiver; All Others: 6-12	
Overall Annual Benefit Period Maximum	Unlimited	
3 month Deductible Carryover	Does Not Apply	
Benefit Period Deductible – Single/Family ¹	\$250 / \$500	\$500 / \$1000
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$600 / \$1200	\$1200 / \$2400
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$15 PCP/\$20 Specialist copay, then 100%	70% after deductible
Urgent Care Office Visit ²	\$35 copay, then 100%	70% after deductible
Surgical Services in Physicians Office	100%	70% after deductible
Medically Necessary Immunizations	90% after deductible	70% after deductible
Administration of H1N1	100%	70% after deductible
Allergy Treatments/Injections	\$5 copay, then 100%	70% after deductible
Allergy Testing	90% after deductible	70% after deductible
Preventative Services		
Preventive Services, in accordance with state and federal law³	100%	70% after deductible
Routine Physical Exams (Age 21 and over)	100%	70% after deductible
Well Child Care Services including Exam Routine Vision and Hearing Exams, Immunizations and Laboratory Tests (To age 21)	100%	70% after deductible
Routine Vision Exams including Refraction (Age 21 and over)	100% ⁴	70% after deductible
Routine Hearing Exams (Age 21 and over)	100% ⁴	70% after deductible

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Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible
Routine Immunizations	100%	70% after deductible
Routine Laboratory, X-ray and Medical Tests (All Ages)	100%	70% after deductible
Routine Endoscopic Services (All ages)	100%	70% after deductible

Outpatient Services		
Surgical Services (other than a physician's office)	90% after deductible	70% after deductible
Diagnostic Services (except Diagnostic Mammograms)	100% (Professional); 90% after deductible (Facility)	70% after deductible
Diagnostic Mammograms	100%	70% after deductible
Physical / Occupational Therapy	\$15 PCP/\$20 Specialist copay, then 100% (Professional) 90% after deductible (Facility)	70% after deductible
Pulmonary / Inhalation / Respiratory Therapy	\$15 PCP/\$20 Specialist copay, then 100% (Professional) 90% after deductible (Facility)	70% after deductible
Chiropractic Therapy (20 visits per benefit period)	\$15 PCP/\$20 Specialist copay, then 100%	70% after deductible
Speech Therapy (20 visits per benefit period)	\$15 PCP/\$20 Specialist copay, then 100% (Professional) 90% after deductible (Facility)	70% after deductible
Cardiac Rehabilitation	\$15 PCP/\$20 Specialist copay, then 100% (Professional) 90% after deductible (Facility)	70% after deductible
Emergency use of an Emergency Room ⁵	\$100 copay then 100%	
Non-Emergency use of an Emergency Room ^{5,6}	\$100 copay then 90%	\$100 copay then 70%

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Inpatient Newborn Care	100%	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility (100 days per benefit period)	90% after deductible	70% after deductible
Inpatient Physical Medicine Rehabilitation (60 days per benefit period)	90% after deductible	70% after deductible
Additional Services		
Ambulance	90% after deductible	90% after deductible
Dental – Oral Accident	\$15 PCP/\$20 Specialist copay, then 100% (Professional) 90% after deductible (Facility)	70% after deductible
Diabetic Education & Training	\$15 PCP/\$20 Specialist copay, then 100%	70% after deductible
Medical Nutritional Therapy	\$15 PCP/\$20 Specialist copay,	70% after deductible

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	then 100%	
Jobst/Elastic Stockings	90% after deductible	70% after deductible
Injectable Contraceptives and the administration covered in other than a pharmacy	90% after deductible	70% after deductible
Contraceptive Devices	100%	70% after deductible
Durable Medical Equipment including Prosthetic Appliances and Orthotic Devices (Wigs following chemotherapy or radiation therapy limited to one per benefit period)	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible
Hospice	90% after deductible	90% after deductible
Organ Transplants (Transportation and Lodging limited to \$10,000 per transplant)	100%	50% after deductible
Private Duty Nursing (\$50,000 per benefit period; \$100,000 per lifetime)	90% after deductible	70% after deductible
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

Note: Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Deductible and coinsurance expenses incurred for services by a network provider will only apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a non-network provider will only apply to the non-network deductible and coinsurance out-of-pocket limits.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹ Maximum family deductible. Member deductible is the same as single deductible.

² The office visit copay applies to the cost of the office visit only.

³ Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

⁴ Services are paid at percentage indicated unless it is a preventive service which includes evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

⁵ Copay waived if admitted.

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⁶ The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

Strongsville City Schools Certified Prescription Drug Program¹

Benefits	Copay	Day Supply
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	Same as Medical	
Formulary Retail Program with Oral Contraceptive and Formula Coverage ^{1, 2}		
Generic Copayment	\$10	30
Formulary Copayment	\$20-30	30
Non-Formulary Copayment	\$30-60	30
Diabetic Supplies ³	\$0	30
Asthmatic Supplies ⁴	\$0	30
Formulary Mail Order Program with Oral Contraceptive and Formula Coverage ^{1,2}		
Generic Copayment	\$20-15	90
Formulary Copayment	\$40-75	90
Non-Formulary Copayment	\$60-150	90
Diabetic Supplies ³	\$0	90
Asthmatic Supplies ⁴	\$0	90

Note: In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit. A formulary drug is a FDA approved prescription medication reviewed by an independent Pharmacy and Therapeutics Committee brought together by Medco Health Solutions, Inc. Formulary drugs can assist in maintaining quality care while meeting your plan's cost containment objectives.

¹Includes Rx Selections® Drug List: A list of drugs on the Rx Selections® formulary will be used.

²Formula coverage will include infant formulas such as Elecare.

³Includes over-the-counter items, as well as insulin, syringes, needles, glucose monitors and meters.

⁴Includes Replacement bags, Peak Flow Meters and Inhalation Spacers only.

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Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

No Coverage Management Programs will apply for the first 90 days. Effective 3/1/12 the Coverage Management Programs will apply.

Excludes: Fertility drugs; Immunizations (including oral)/Vaccines/Biologicals; Smoking Cessation Drugs; Onchomucosis drugs (toenail fungus)

Precertification:

- Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

C. Dental Insurance

1. Full-time Teachers

The Board shall provide dental insurance for all full-time teachers and shall pay **eighty-five percent (85%)**~~100%~~ of the monthly individual or family premiums of such insurance. The insurance coverage shall meet or exceed the specifications outlined below.

2. Part-time Teachers

All part-time teachers who work a minimum of 18.75 hours per week and at least 150 days per school year may elect to participate in the insurance by contacting the Benefits Specialist and completing all required forms in which case the Board will pay fifty percent (50%) of the individual or family premium. The remainder of the premium will be paid by the teacher via payroll deduction.

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3. Specifications:

Maximum benefits per covered person	\$2,500/year
Maximum orthodontics benefit per covered person including appliances for TMJ	\$2,000/lifetime for services
Deductible – individual	\$50/year
Deductible – family	\$75/year
<u>Co-Insurance Amounts:</u>	
Diagnostic and preventive services	100% UCR
Routine dental services	80% UCR
Major dental services	80% UCR
Orthodontic services	60% UCR

4. Coverage Waiver Option

- a. Teachers eligible for Board-paid contributions towards dental insurance coverages, who waive the right to such insurance for one (1) full school year will receive a lump sum payment on the second pay period in September following the one (1) year waiver period.
- b. Full-time teachers waiving individual or family coverage shall receive a \$150 payment per school year, and eligible part-time teachers waiving individual or family coverage shall receive a \$75 payment per school year on the second pay period in September following the one (1) year waiver period.

For part-time teacher to be eligible, that teacher must be at least a fifty percent (50%) teacher.

- c. In the event of a change in circumstances, the teacher may reinstate coverage, provided he/she has filed the proper application card with the Benefits Specialist. A change in circumstances would include divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law. Such re-entry into the

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insurance program shall preclude the teacher from receiving the dental insurance waiver payment in lieu of coverage as indicated above.

- d. Should a teacher elect to participate in the program, the teacher must complete a waiver of coverage form in lieu of a dental application. A teacher who withdraws from the program may not re-enter same until the following year. Once a teacher opts for the waiver, it stays in effect until the teacher revokes it. A newly-employed teacher may elect to participate by completing the waiver of coverage at the time of initial employment. Payment shall be made to such persons on a pro rata basis.
5. Presently-employed teachers who are eligible but have not enrolled for dental insurance may enroll during the period from September 1st through October 1st of each year. This enrollment limitation does not apply to presently enrolled teachers who may change coverage by completing new enrollment forms (family to single, single to family) at any time. The change in coverage will take effect on that date or a future date as designated by the teacher at the time of enrollment.
6. A newly-hired teacher will be insured on the first day of the following month as established by the teacher contract provided the teacher has enrolled in the dental insurance program and reports to work in accordance with the provisions of his/her contract.
7. **If an employee is covered by District insurance, the employee shall not be eligible for this payment.**

D. Prescription Drug Insurance

Prescription drug coverage shall be in accordance with medical insurance Plan Option 1 as presented in negotiations and as prescribed in the Summary of Insurance Specifications as detailed in Section B above.

E. Vision Insurance

1. Effective October 1, 2009, the following Vision Insurance Plan shall be in effect **and the Board will pay eighty-five percent (85%) of the premium:**

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Summary of Benefits, Effective 10/01/2009

<u>Covered Benefits</u>	<u>Member Benefit from Blue View Vision Network Provider</u>	<u>Non-Network Reimbursement</u>
Vision Examination including dilation and refraction as needed. Covered once every 12 months.	\$0 Copayment	Up to \$42
Prescription Lenses (Pair) Standard plastic lenses up to 55 mm; and all ranges of prescriptions Covered once every 24 12 months	\$0 Copayment	Up to \$200
• Single Vision Lenses (pair)		Up to \$40
• Bifocal Lenses (pair)		Up to \$60
• Trifocal Lenses (pair)		Up to \$80
Frames Covered once every 24 12 months	No Copayment, up to \$200 retail value	Up to \$45
Contact Lenses (in lieu of frame and lens benefits) Covered once every 24 12 months		
• Contact Lenses (Elective)	No copayment, up to \$250 retail value	Up to \$105
• Contact Lenses (Non-Elective)	No copayment	Up to \$210
Lens Options	Member Cost for Upgrades	
UV Coating	\$15	Discounts on lens option upgrades are not available out-of-network
Tint (Solid & Gradient)	\$15	
Standard Scratch-Resistance	\$15	
Standard Polycarbonate	\$40	

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<u>Covered Benefits</u>	Member Benefit from Blue View <u>Vision Network Provider</u>	<u>Non-Network Reimbursement</u>
Standard Progressive (Add-on to bifocal copayment)	\$65	
Standard Anti-Reflective Coating	\$45	
Other Add-ons and Services	20% off retail	

DEPENDENT AGE LIMIT

Coverage stops **in accordance with law** ~~at the end of the month of the 25th
birthday.~~

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ARTICLE 35 – SALARY AND SALARY SCHEDULE PLACEMENT

(This entire Article does not apply to Long-term Substitutes.)

- A. ~~The Board shall pay 9.3% of the teacher STRS contribution plus pick-up on the pick-up (i.e., an amount equal to the employer's and employee's contribution on this pick-up amount.). Effective with the first paycheck after Board approval of this Agreement, No~~ state or federal taxes will be deducted on the amount of any teacher's contribution to STRS (the "pick-up") with the appropriate notations made on the individual teacher's W-2 form, **using the salary reduction method. The 9.3% actual pick-up which was in effect in the 2010-2012 Agreement shall be converted to salary by increasing the BA-0 Base salary in such a way that no employee experiences any reduction (no increase or decrease) in his/her effective salary amount or retirement benefit.**

* * *

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ARTICLE 35 – SALARY AND SALARY SCHEDULE PLACEMENT

* * *

- H. The BA base salary effective August 1, ~~2012-2010~~, through June 30, ~~2014-2012~~, shall be \$34,779, **except as adjusted by the change prescribed in Article 35(A).**

Also, the parties agree **as follows that:**

1. ~~Effective for the 2011-12 school year only, no teacher will be advanced a step or a column on the salary schedule. Further, such step and column freezes for the 2011-12 school year shall not be made up or restored.~~
2. **Effective for the 2013-2014 school year, eligible teachers will advance a half step on the salary schedule, but column advancement is frozen. The salary increase shall be calculated as one-half the difference between their 2012-2013 school year salary and their salary for the 2013-2014 school year as if they had advanced a full step. Teachers not eligible to advance a step or who are on the top step shall receive a one-time payment of \$1,200.00, prorated for part-time teachers.**
3. **Effective for the 2014-2015 school year, eligible teachers will advance to the next full step above their step placement for the 2012-2013 school year. [Example: Teacher on step 3 for 2012-2013 school year advances a half step for the 2013-2014 school year, and then to step 4 for the 2014-2015 school year.] Column advancement is frozen for the 2014-2015 school year.**
4. **Full or partial step and column freezes shall not be made up or restored in the future.**

~~For example: a teacher who holds a BA+0 at step 5 during the 2010-2011 school year shall remain at BA+0 at step 5 for the 2011-2012 school year. The teacher shall resume normal step progression at BA+0 at step 6 at the start of the 2012-2013 school year.~~

~~Furthermore, a teacher who holds a BA+0 at step five for the 2010-2011 school year and acquires a master's degree that would normally cause them to advance to a MA+0 at step 6 for the 2011-2012 school year, shall remain at a BA+0 at step 5 for the 2011-2012 school year. The teacher shall resume normal step progression at a MA+0 at step 6 at the start of the 2012-2013 school year.~~

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~~This step and/or column freeze on the salary schedule shall automatically sunset on June 30, 2012. The resumption of the normal step and column adjustments for the 2012-2013 school year shall occur regardless of a rollover.~~

~~Further, any across the board increase granted to other bargaining units in the District shall also be applied as a percentage increase to the BA-0 Base salary of this Agreement.~~

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**STRONGSVILLE CITY SCHOOL DISTRICT
CERTIFIED SALARY SCHEDULE INDEX**

	1	2	3	4	5	6	7	8
Step	BA	BA+15	BA+30	MA+0	MA+15	MA+30	MA+50/Ed.S	Ph.D./Ed.D
0	38,013	40,379	41,634	42,889	43,827	44,996	45,583	46,171
	1	1.062247	1.095257	1.128268	1.152939	1.183691	1.199154	1.214617
1	40,538	42,020	43,596	45,039	46,178	47,509	48,167	48,829
	1.066416	1.105422	1.146858	1.18482	1.21479	1.249799	1.267117	1.284547
2	41,944	43,662	45,557	47,188	48,529	50,022	50,755	51,488
	1.103423	1.148596	1.198459	1.241373	1.276642	1.315907	1.335193	1.354478
3	43,351	45,303	47,519	49,338	50,880	52,535	53,340	54,146
	1.14043	1.19177	1.25006	1.297925	1.338493	1.382016	1.403212	1.424408
4	44,758	46,944	49,480	51,488	53,231	55,047	55,926	56,804
	1.177436	1.234944	1.301661	1.354478	1.400345	1.448123	1.47123	1.494339
5	47,571	50,226	53,403	55,787	57,934	60,073	61,097	62,121
	1.25145	1.321293	1.404862	1.467582	1.524048	1.58034	1.60727	1.6342
6	48,978	51,867	55,365	57,937	60,285	62,586	63,683	64,779
	1.288467	1.364467	1.456463	1.524135	1.5859	1.646447	1.675288	1.704129
7	50,385	53,509	57,326	60,087	62,636	65,099	66,268	67,437
	1.325463	1.407642	1.508064	1.580687	1.647751	1.712556	1.743308	1.77406

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8	51,792	55,150	59,288	62,236	64,987	67,612	68,854	70,096
	1.362469	1.450816	1.559664	1.637239	1.709602	1.778664	1.811327	1.84399
9	53,198	56,791	61,249	64,386	67,338	70,125	71,440	72,754
	1.399477	1.493991	1.611265	1.693792	1.771454	1.844773	1.879347	1.913921
10	56,012	60,073	65,172	68,686	72,041	75,151	76,611	78,070
	1.473489	1.58034	1.714467	1.806896	1.895157	1.976988	2.015385	2.053781
11	57,419	61,715	67,134	70,835	74,392	77,664	79,196	80,729
	1.510497	1.623514	1.766068	1.863449	1.957008	2.043097	2.083405	2.123712
12	58,825	63,356	69,095	72,985	76,743	80,177	81,782	83,387
	1.547503	1.666689	1.817668	1.920002	2.018859	2.109204	2.151423	2.193642
13	60,422	65,187	71,247	75,325	79,284	82,690	84,368	86,045
	1.58951	1.714863	1.874269	1.981553	2.085711	2.175313	2.219443	2.263573
14	60,422	65,187	71,247	75,325	79,284	85,393	87,048	88,703
	1.58951	1.714863	1.874269	1.981553	2.085711	2.246421	2.289962	2.333502
15	60,422	65,187	71,247	75,325	79,284	85,393	87,048	91,552
	1.58951	1.714863	1.874269	1.981553	2.085711	2.246421	2.289962	2.408433
16	60,422	65,187	71,247	75,325	79,284	85,393	87,048	91,552
	1.58951	1.714863	1.874269	1.981553	2.085711	2.246421	2.289962	2.408433
17	60,422	65,187	71,247	75,325	79,284	85,393	87,048	91,552
	1.58951	1.714863	1.874269	1.981553	2.085711	2.246421	2.289962	2.408433

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18	60,422	65,187	71,247	75,325	79,284	85,393	87,048	91,552
	1.58951	1.714863	1.874269	1.981553	2.085711	2.246421	2.289962	2.408433
19	60,422	65,187	71,247	75,325	79,284	85,393	87,048	91,552
	1.58951	1.714863	1.874269	1.981553	2.085711	2.246421	2.289962	2.408433
20	60,422	65,187	71,247	76,495	80,555	86,745	88,389	92,976
	1.58951	1.714863	1.874269	2.012329	2.119137	2.281975	2.325221	2.445899

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ARTICLE (NEW) – DISCIPLINARY PROCEDURE

- A. A progressive discipline procedure may be used in dealing with employees. The administrator, supervisor, or coordinator may initiate action on any step in the procedure, depending on the seriousness of the offense, and repeat any step if appropriate.**

Step 1: Oral reprimand (Written reports of oral reprimands may be placed in the employee's file, but need not be. The administrator, supervisor, or coordinator may keep personal notes regarding oral reprimands.)

Step 2: Written reprimand

Step 3: Suspension with or without pay

Step 4: Termination pursuant to O.R.C. §3319.16

- B. In the event a member of the bargaining unit is suspended without pay or terminated under the provisions of this Agreement, before such action may be taken the following procedure shall be followed:**

1. The employee shall have the right to a hearing to be conducted by the Superintendent or his/her designee. The employee will be made aware of the offense by written notification. This hearing shall be informal and shall not be an evidentiary hearing. The employee has the right to be accompanied at the hearing by an Association representative who is an employee of the Board. The employee shall have not less than one (1) day's notice of the time and place of the hearing. In the event the employee is on any type of leave, or is absent without leave, then notice of the time and place of the hearing shall be given by ordinary mail sent to the employee's last address as shown on the Board's records. In that event, notice is deemed sufficient if posted seventy-two (72) hours before the hearing. Failure of the employee to attend at the time and place indicated in the notice shall be deemed to be a waiver by the employee of his/her right to such hearing.

2. At the hearing, the employee shall be advised by the Superintendent or his/her designee of the nature of the charges against him/her and shall be given the opportunity to respond by way of explanation or defense.

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- 3. Following this hearing, the Superintendent or his/her designee may conduct a further investigation concerning any matters that may have been raised during the hearing or have otherwise come to the attention of the Superintendent or his/her designee, after which the Superintendent or his/her designee shall take such action or make such a recommendation as he/she deems appropriate.**
- C. The Association President will be provided with a copy of any written reprimand received by a bargaining unit member.**
- D. The procedures herein supersede all other provisions of this Agreement and the Ohio Revised Code.**

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ARTICLE (NEW) – NO REPRISAL

- A. There shall be no reprisals of any kind against any student, parent, community member, the OEA, the SEA, or members of the bargaining unit, by the Board of Education or Administration because of support for, or participation in, strike-threat activities during the negotiations process.
- B. There shall be no reprisals by the SEA or OEA, its members or members of the bargaining unit, against the Board of Education, Board Members, Administration, students, teachers, parents, or community members who attended school, worked, and/or supported the Board of Education during the negotiations process.
- C. **The foregoing does not apply to criminal proceedings or any proceedings by the Ohio Department of Education arising under the Licensure Code of Conduct for Professional Educators.**

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ARTICLE 52-40 – DURATION, EFFECT AND FORM

- A. This Agreement shall become effective August 1, ~~2012-2010~~, and remain in full force and effect through and including July 31, ~~2015-2012~~.
- B. This Agreement shall constitute the full and complete agreement between the parties and supercedes and cancels all previous negotiated agreements, past practices between the Board and the Association, and any other verbal or written agreements which are not otherwise incorporated into this Agreement. All prior negotiated agreements between the Board and the Association are null and void by this Agreement. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment of this Agreement and shall be controlling on both parties collectively and individually.
- C. This Agreement, by reference, shall be a part of the individual teacher's contract. Any changes in this Agreement shall become a part of that contract on the effective date of said changes.
- D. Should any provision of this Agreement be held illegal by a court of final jurisdiction, such provision shall be deemed invalid, but the remainder Agreement shall be deemed valid and subsisting. The parties agree to begin bargaining over such area within thirty (30) days of the courts' decision.
- E. Notwithstanding any other provisions of this Agreement, the parties agree to reopen the contract at the request of either the Board or the Association to bargain the effects of the "No Child Left Behind Act," which amended the Elementary and Secondary Education Act, and related state law. The procedure set forth in Article 3 will govern these midterm negotiations, with the exception of that part of Section A.4, which requires the commencing of negotiations in February.
- F. The Board and Superintendent shall retain their rights to manage the District. It is understood that certain of these rights are limited by the specific provisions of this Agreement and such provisions shall be controlling.

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- G. This Agreement shall be printed in booklet form within thirty (30) days of agreement and signed by the Board President and Association President. The cost of printing shall be borne by the Board. A copy shall be given to each teacher and the Association and Board shall receive fifty (50) additional copies. All new teachers shall be provided a copy of this Agreement upon hiring.

Board Representative

Association Representative

Date

Date

Strongsville City School District
Board of Education
SEA Negotiations
Board Counterproposal
April 14, 2013

All Unfair Labor Practices (ULPs) and pending litigation between the parties shall be mutually withdrawn within seven (7) days after the ratification of this MOA.

Board Representative

Association Representative

Date

Date